

REMARKS

The final Office action sent July 7, 2009 has been received and reviewed. All pending claims stand rejected. The application is to be amended as previously set forth. All amendments are made without prejudice or disclaimer. No new matter has been added. Reconsideration is respectfully requested.

A. 35 U.S.C. § 132(a) and 35 U.S.C. § 112:

The pending claims were objected to and rejected under 35 U.S.C. § 132(a) and 35 U.S.C. § 112 for allegedly introducing new subject matter into the application. (Final Office action, pages 2-6). Specifically, there was allegedly no written description support for providing insurance to three or more people in a cohabitation agreement. Also, there was allegedly no disclosure of insurance for an unmarried couple. Applicants respectfully traverse the objection.

In response, applicants respectfully direct the Examiner's attention to the following disclosures of the as-filed application, *e.g.*,

[0020] An unfortunate event in the life of many is a break up, separation or divorce. Sometimes, couples get married too early; sometimes after marrying they fall in love with someone else; sometimes the couple suffers a tragedy such as the loss of a child; and sometimes they suffer financial difficulties which make life together difficult. The couple breaks up. Whatever the reason behind a couple's divorce, there are generally serious financial consequences. **This situation even extends to couples who are not married, but who are living together where "palimony" may be awarded.**

* * *

[0009] Insurance policies suitable for adaptation so as to be applied with the invention are known in themselves and many of the terms and conditions of such policies can be transferred from such policies by those skilled in the art of providing insurance. **The present invention applies the principle of insurance to the field of contracts between natural persons, in particular contracts such as marriages or contracts governing a situation wherein two or more people live together (e.g., a cohabitation agreement between a same sex couple).**

[0010] The present invention provides insurance against the financial consequences of the ending of a contractual relationship between natural persons, in particular those contracts which govern their way of living together, more in particular the ending of marriages and the like, in particular by divorce. **For**

brevity, the foregoing will be referred to as insurance policies for divorce. Divorce is a typical phenomenon of which the demographics are well known and of which the financial consequences can be fairly well predicted. Therefore, the risk associated with insurance against divorce can be very well determined.

* * *

[0027] Payments on behalf of the participant (e.g., to the child or former partner or spouse) would be preferably made overtime, with few or no lump sum payments thus decreasing the impetus for any fraud. The requirement to pay premiums could be continued after the divorce or separation not unlike health insurance premiums. Payments for child support preferably cease when a child reaches 18 or 21 (if the child attends post-secondary education, for example, goes to college). Alimony payments could cease or be reduced when the former partner gets a job or remarries.

* * *

1. An insurance policy covering at least some financial consequences of the untimely ending of a contractual relationship between two or more natural persons, which contractual relationship governs the natural persons way of living together.

In view of, *inter alia*, the foregoing explicit disclosure of the as-filed application, the applicants request that the foregoing objection and rejection be withdrawn.

B. 35 U.S.C. § 101:

The pending claims were rejected under 35 U.S.C. § 101 for allegedly being directed to non-statutory subject matter. (Final Office action, pages 6-8). Specifically, a method step was identified as potentially not being conducted by computer. Applicants have amended the independent claims accordingly and request that the rejection be withdrawn. Basis for the amendments to the claims can be found, *inter alia*, in ¶¶ [0012], [0032] to [0038], and [0041] to [0046].

C. 35 U.S.C. § 103:

The pending claims were rejected under 35 U.S.C. § 103 for allegedly being obvious. (Final Office action, pages 8 - 45). Specifically, claims 1 - 3, 5, 8, 10, 12, 16, and 18 were

rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Golden in view of Applicant Admitted Prior Art (AAPA) and Roberts (US Patent 4,839,804). With respect to the AAPA, as long as it is specifically limited to “using a computer to calculate an insurance premium is old and well established in the art of insurance underwriting”, applicants do not disagree. With respect to the rejection, applicants respectfully traverse the rejection.

With respect to independent claim 12, Golden was acknowledged as not teaching “by way of computer” and was previously acknowledged as not teaching wherein the “financial consequences comprise, in addition to legal fees, financial consequences selected from the group consisting of moving costs, a child’s education, a former partner’s education, health insurance premiums, life insurance premiums, and combinations of any thereof”.

Roberts was asserted to teach providing for a child’s education. Although the applicants do not agree (see the earlier Amendment, the contents of which are incorporated herein), in order to expedite prosecution have removed providing for a child’s education from the Markush group. In view of the foregoing, applicants request that the obviousness rejection be withdrawn.

Claims 4, 11, 14, 15, and 17 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Golden in view of AAPA and Roberts as applied to parent claim 1 above, and further in view of Covert (20050038681). Applicants respectfully traverse the rejection.

Covert does not remedy the deficiencies of Golden, AAPA, and Roberts, and the rejection should be withdrawn for at least that reason.

Furthermore, with respect to claim 11, applicants have amended the claim to identify that the payment is made by an employer of one of the parties to the insurance contract. Basis for this amendment can be found in paragraphs [0016] and [0048] of the as-filed application.

As the dependent claims include all of the elements of the independent claims, applicants submit that the obviousness rejections of the dependent claims also fail. In view of the foregoing, applicants request that the rejection be withdrawn.

Claims 6, 7, and 19 were rejected under 35 U.S.C. §103(a) as allegedly being unpatentable over Golden in view of AAPA and Roberts as applied to parent claim 1 above, and further in view of Mooney. With respect to the rejection, applicants respectfully traverse the

rejection.

As the dependent claims include all of the elements of the independent claims and Mooney does not address the deficiencies relating thereto, applicants submit that the obviousness rejections of the dependent claims also fail. In view of the foregoing, applicants request that the rejections be withdrawn.

Claim 9 was rejected under 35 U.S.C. 103(a) as being unpatentable over Golden in view of AAPA. Applicants respectfully traverse the rejection. Nowhere in Golden – including in the cited passage -- are “the two or more natural persons [in the cohabitation agreement] unmarried”, as required by applicants’ claims. Applicants have, however, amended claim 9 to further emphasize the difference.

Claims 13 was rejected under 35 U.S.C. §103(a) as being unpatentable over Golden in view of AAPA and Roberts as applied to parent claim 12 above, and further in view of Flagg (US Patent 6,456,979). With respect to the rejection, applicants respectfully traverse the rejection.

As the dependent claims include all of the elements of the independent claims and Flagg does not address the deficiencies relating thereto, applicants submit that the obviousness rejections of the dependent claims also fail. In view of the foregoing, applicants request that the rejections be withdrawn.

If questions remain after consideration of the foregoing, the Office is kindly requested to contact the undersigned at the address or telephone number given herein.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Allen C. Turner', with a long horizontal flourish extending to the right.

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